

AITHENT, INC., )  
)  
Plaintiff, )  
)  
v. ) Case No. 4:11-CV-00173-GAF  
)  
THE NATIONAL ASSOCIATION OF )  
INSURANCE COMMISSIONERS, )  
)  
Defendant. )

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Plaintiff further requests that, no later than ten (10) days before the deposition, Defendant set forth, for each designee, the matters on which the person will testify. Plaintiff reserves the right to serve additional and/or revised Rule 30(b)(6) Notices in this case.

Respectfully submitted,

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Attorneys for Plaintiff Aithent, Inc.

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a true and correct copy of the foregoing was served through the Court's ECF system and/or mailed, postage pre-paid, on this 5<sup>th</sup> day of April, 2012 to:

Jeffrey J. Simon  
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/s/ Gregory P. Goheen

### **Schedule A**

1. The decision to form NIPR and the relationship between NAIC and NIPR (defined terms have the same meaning as in Aithent's First Requests for Production of Documents to Defendant, dated ), including knowledge of the contracts between them;
2. The decision to initiate the SBS project;
3. The negotiations with Aithent leading up to the execution of the License Agreement and the Master Services Agreement;
4. NAIC's efforts to market the SBS Branded System from 2002 through the present;
5. The relationship between NAIC and/or NIPR, and any authorized business partner, including knowledge of contracts between NAIC and/or NIPR and any authorized business partner;
6. Transactions that NAIC and/or NIPR are capable of conducting electronically, in the areas of licensing, marketing and insolvency from 2002 through the present, including transactions on the SBS Branded System, Gateway, SERFF and OPTins;
7. The revenue earned by NAIC, and by NIPR, in connection with the transactions described in subsection 6, from 2002 through the present, including knowledge of the revenue that NAIC and/or NIPR has derived from Transactions in the SBS States and in the Non SBS States;
8. The decision to use the Gateway for Front-End Processing of any transaction;
9. The entities hired by NAIC and/or NIPR to provide services in connection with the SBS Branded System, Gateway, SERFF or OPTins, including work done to enable NIPR to provide a front end portal for any Transaction;

10. The prices charged for each type of Transaction from 2002 through the present; and
11. The hiring of Sanjay Sanai.